

AGREEMENT

This agreement for consulting services (the "Agreement") is made and entered into on this 27th day of September 2018, serves to confirm that Southfive Strategies, LLC, a corporation formed under the laws of the District of Columbia, with an office in Washington, DC (the "Company"), has engaged The November Team, LLC, a corporation formed under the laws of the District of New York ("the Contractor"), to provide consulting services to the Company in connection with the Company's representation of the Saudi Arabian Public Affair Relations Committee (the "Client"), relating to the strengthening of a conference promoting interfaith dialogue and cultural rapprochement.

The Company and the Contractor hereby agree to the following terms:

1. Term. This Agreement shall last thirty (30) days, commencing on 27 September 2018, and terminating on 26 October. It may be renewed for additional and successive periods upon the explicit written agreement of both parties. This Agreement may, during its term, be terminated with or without cause at any time by either party after seven (7) days written notice to the other party.

2. Services. The Contractor shall provide consulting services, as required for the Company, principally with the Company's representation of the Client, relating to the strengthening of a conference promoting interfaith dialogue and cultural rapprochement. The Company, the Contractor, and the Client shall jointly determine the full nature and extent of those services. The Contractor shall not pursue any strategy or agenda without the express consent of the Company and Client.

3. Fees. The Contractor shall receive as compensation for its services a retainer fee of \$19,000, for the services described herein. This retainer fee shall be payable in the following installment:

➤ An installment of \$19,000.00 due and payable no later than 19 October 2018.

Both normal and non-routine expenses would be billed separately; however, prior express approval of any expenses in excess of \$250 would be required. Any such expenses by the Contractor would be remitted by the Company to the Client for payment.

4. Refund for Early Termination. In the event that this Agreement is terminated prior to the end of its term, any retainer fees paid to the Contractor by the Company that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date seven (7) days after notice of termination has been provided as described herein, shall be refunded by the Contractor to the Company.

5. Report. The Contractor will provide the Company with a status report concerning the services delivered during the contract term within five business days of the end of the agreement.

6. Privileged Information. Subject to the requirements of US law (including Title 22, Chapter 11, of the United States Code pertaining to the Foreign Agents Registration Act of 1938, as amended), the Contractor, understanding the sensitive nature of the services to be provided under

this Agreement, will make every effort to protect and keep secret all privileged communications and other confidential information developed by the Contractor or provided to the Contractor by the Company or the Client during the course of the Contractor's provision of services described herein. The Contractor shall neither make nor keep more copies than necessary of materials relating to its services for the Company and the Client. The Contractor also agrees to keep files relating to its services for the Company and the Client in a secure manner.

7. Subcontractors. The Contractor may employ at its discretion subcontractors to assist in providing the services described herein. The Contractor shall engage such subcontractors, subject to the approval of the Company and Client, which approval shall not be unreasonably withheld. Copies of all subcontractor agreements shall be provided to the Company and Client. The Contractor shall be responsible for all payments due to such subcontractors for their services.

8. Legal Compliance. The Contractor and any subcontractor of the Contractor shall separately and individually comply with all applicable US laws and regulations. In particular, it shall comply with Title 22, Chapter 11, of the United States Code pertaining to the Foreign Agents Registration Act of 1938, as amended.

9. Conflicts. The Company understands that the Contractor provides services to other entities that are engaged in international business, trade, and similar activities. Notwithstanding anything to the contrary within this Agreement, the Contractor, in the exercise of its sole discretion, may represent any commercial entity in doing business with the Company. However, the Contractor shall notify the Company of any potential conflicts of interest between its representation of the Company and any other party and any possible remedial measures that can be taken to remove the conflict(s). Once notified, the Company shall in its sole discretion, determine whether a material conflict exists and whether remedial measures proposed are sufficient.

10. Representations and Warranties.

a. The Company hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Company and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Company, will constitute a legal, valid, and binding agreement of the Company enforceable against the Company in accordance with its terms.

b. The Contractor hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Contractor and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Contractor, will constitute a legal, valid, and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.

c. The Contractor hereby represents and warrants that it is an independent contractor and not an employee of the Company. As such, it has no authority to bind the Company in any manner whatsoever, absent the express written consent of the Company.

11. Governing Law. The parties agree that this Agreement shall be governed by the laws of the District of Columbia, without reference to the principles of conflicts of laws thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the

courts of the District of Columbia (or if there is federal jurisdiction, the United States District Court for the District of Columbia) and the parties consent to the personal jurisdiction and exclusive jurisdiction and venue of these courts.

12. Indemnity. The Contractor shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Company harmless from and indemnify it for any claims that arise from such acts.

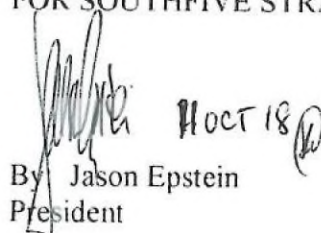
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR THE NOVEMBER TEAM, LLC:



By: William F. B. O'Reilly

FOR SOUTHFIVE STRATEGIES, LLC:



By: Jason Epstein
President